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10 **UNITED STATES DISTRICT COURT**
11 **EASTERN DISTRICT OF WASHINGTON**

12 YUKI LEE, in her capacity as
13 personal representative of the Estate
14 of her deceased husband, JOOCHAN
15 LEE, individually and Decedent's
16 surviving wife, and in her capacity as
17 Guardian of their minor daughter,
18 A.L. both as beneficiaries and heirs of
19 Decedent's estate,

20 Plaintiffs,

21 vs.

22 THE MOODY BIBLE INSTITUTE
23 OF CHICAGO, and Illinois
24 corporation,

25 Defendant.

No. 2:19-cv-00326-SAB

**ANSWER AND
AFFIRMATIVE DEFENSES**

AND

JURY DEMAND

26 Defendant, THE MOODY BIBLE INSTITUTE OF CHICAGO ("Moody
27 Bible"), by and through its attorneys, and for its Answer and Affirmative
28 Defenses to Plaintiffs' Complaint for Wrongful Death, states:

I. NATURE OF ACTION

1.1 Plaintiff Yuki Lee (“Lee”) seeks recovery of damages for personal injuries and wrongful death of her Decedent, Joochan Lee (“Joochan”) who was killed in an air crash while a student on board a training flight conducted by Defendant The Moody Bible Institute of Chicago’s missionary aviation school. The air crash occurred on July 13, 2019, near Deer Park, Washington.

ANSWER: Moody Bible admits Plaintiff Lee seeks recovery of damages for alleged personal injuries and wrongful death of her Decedent, Joochan, who was killed in an air crash that occurred on July 13, 2019, near Deer Park, Washington. Moody Bible denies the remaining allegations contained in Paragraph 1.1 not specifically admitted herein.

II. PARTIES

2.1 Plaintiff Yuki Lee is Joochan’s surviving widow, the natural custodial mother, and legal guardian of their minor daughter, A.L. She is an adult over 18 years old. At the time of the collision, she was pregnant carrying her minor daughter A.L. who is, at the time of filing this complaint, 6 months old. Plaintiff Lee is also the duly appointed Personal Representative of the Estate of Decedent Joochan Lee filed under Spokane County Superior Court cause of action #19401268-32.

1 **ANSWER:**Moody Bible admits Plaintiff Lee is Joochan's surviving widow,
2 the natural custodial mother, and legal guardian of their minor daughter, A.L.
3
4 Moody Bible admits Plaintiff Lee is the duly appointed Personal Representative
5 of the Estate of Decedent Joochan Lee filed under Spokane County Superior
6 Court cause of action #19401268-32. Moody Bible has insufficient information
7
8 to admit or deny the remaining allegations in Paragraph 2.1, and therefore
9 denies them.

10
11 2.2 Defendant Moody is present and doing business in Spokane,
12 Washington. It maintains its headquarters in Chicago, Illinois. Moody is and
13 has been an Illinois corporation, registered with the Secretaries of State in
14 Washington and Illinois. Moody owns and operates a Missionary Aviation
15 College in Spokane, Washington, which offers a degree in "Missionary
16 Aviation Technology."

17
18 **ANSWER:**Moody Bible admits it is present and doing business in Spokane,
19 Washington. Moody Bible admits it maintains its headquarters in Chicago,
20 Illinois. Moody Bible admits it is an Illinois not-for-profit corporation registered
21 with the Secretaries of State in Washington and Illinois. Moody Bible denies it
22 owns and operates a "Missionary Aviation College" in Spokane Washington.
23
24 Moody Bible admits it owns and operates Moody Aviation, operating under The
25 Moody Bible Institute of Chicago as a division of the Undergraduate Education
26
27

1 Department with a location in Spokane, Washington. Moody Bible admits it
2 offers a degree in Missionary Aviation Technology.
3

4 III. JURISDICTION & VENUE

5 3.1 The flight departed Felts Field airport within the city limits of
6 Spokane in Spokane County. The air crash occurred near the unincorporated
7 community of Clayton in Stevens County, Washington. Defendant Moody is
8 present and doing business in Spokane County. Joochan's estate is filed and
9 pending in Spokane County Superior Court.
10

11 **ANSWER:** Moody Bible admits the flight departed Felts Field Airport in
12 Spokane, Washington. Moody Bible admits it is present and doing business in
13 Spokane County. Moody Bible admits Joochan's estate is filed and pending in
14 Spokane County Superior Court. Moody Bible denies the remaining allegations
15 contained in Paragraph 3.1 not specifically admitted herein.
16

17 3.2 This Court has subject matter jurisdiction in this action pursuant to
18 WA Const. Art. 4 §6. Venue is proper in this court under RCWA 4.12. et seq.
19

20 **ANSWER:** Moody Bible denies the allegations contained in Paragraph 3.2 as
21 the allegations pertain to The Superior Court of the State of Washington, rather
22 than the United States District Court for the Eastern District of Washington,
23 which has original subject matter jurisdiction of this action.
24
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IV. FACTS

4.1 Joochan was enrolled as a student in Moody's Aviation College, seeking a degree in Aviation Technology as a pilot. He planned to first become a missionary pilot and then engage in a career as a commercial pilot.

ANSWER: Moody Bible admits Joochan was enrolled as a student in Moody Bible's aviation program seeking a degree in Aviation Technology as a pilot. Moody Bible has insufficient information to admit or deny the remaining allegations in Paragraph 4.1, and therefore denies them.

4.2 On July 13, 2018, Joochan was taking his first flight training lesson. He had never before flown an aircraft. He was seated in the left front seat of the aircraft a Cessna 17R "Skyhawk," manufactured in year 2000 with registration #N24442. The plane was exclusively owned and operated by Moody.

ANSWER: Moody Bible denies Joochan was taking his first flight training lesson on July 13, 2018. Moody Bible has insufficient information to admit or deny whether Joochan had never before flown an aircraft, and therefore denies such allegation. Moody Bible denies the aircraft was a Cessna 17R "Skyhawk." Moody Bible admits the aircraft was manufactured in 2000 with registration #N24442. Moody Bible admits it exclusively owned and operated the subject aircraft. Moody Bible has insufficient information to admit or deny the remaining allegations in Paragraph 4.2, and therefore denies them.

1 4.3 The plane and flight were under the command and control of Diego
2 Senn, a Moody Certified Flight Instructors (CFI). Mr. Senn had received his
3 CFI license 6 months before on January 14, 2018. Andrew Trouten, a fellow
4 student at Moody, was seated in a back seat as merely a voluntary
5 passenger/observer.
6

7
8 **ANSWER:**Moody Bible admits the plane and flight were under the command
9 of Diego Senn, a Certified Flight Instructor (CFI). The allegation that the plane
10 and flight were under the control of Diego Senn is a legal conclusion for which
11 no answer is required, but if the Court deems that such an answer is required,
12 Moody Bible denies such allegation. Moody Bible denies Mr. Senn received his
13 CFI license 6 months before on January 14, 2018. Moody Bible has insufficient
14 information to admit or deny the remaining allegations in Paragraph 4.3, and
15 therefore denies them.
16
17

18 4.4 The flight departed Felts Field Airport in Spokane, Washington at
19 approximately 9:55 a.m. on July 13, 2018. Weather was clear with 10 miles of
20 visibility. Temperature was 28 C / 82.4 F. Wind was a mild 4 knots at 110° SE.
21

22 **ANSWER:**Moody Bible admits the allegations contained in Paragraph 4.4.
23

24 4.5 Following departure, the CFI communicated with the Spokane
25 Terminal Radar Approach Control (GEG TRACON) and proceeded to the
26
27

1 Clayton practice area near Dear Park, Washington, approximately 15 miles
2 northwest of the Felts Field airport.

3
4 **ANSWER:**Moody Bible admits the allegations contained in Paragraph 4.5.

5 4.6 A review of track data indicated that at 10:10 a.m., after entering
6 the Clayton practice area located a few miles west of Deer Park, the airplane
7 began a gradual 90° left-turn and continued in a southwestern direction.
8 The airplane continued in a gradual climb to about 7,000 ft mean sea level (msl)
9 and then made a 180° right turn. The flight track remained on a northeastern
10 heading until about 10:18 a.m., at which point the airplane made another 180°
11 turn to the heading of 208°. The airplane proceeded about 2.5 miles varying in
12 altitude between from about 7,000 to 7,450 ft msl. At 10:20:53 the track data
13 indicated the airplane was at an altitude of 7,000 ft msl with an estimated ground
14 speed of 77 knots.
15
16
17

18 **ANSWER:**Moody Bible has insufficient information to admit or deny the
19 allegations in Paragraph 4.6, as the NTSB investigation is ongoing, and
20 therefore denies them.
21

22 4.7 From that point, the plane made a sharp 90° right-turn and continued
23 on a 305° heading for about 3,020 ft for 20 seconds. The plane then made
24 another sharp 90° right-turn and after about 880 ft and the last recorded track
25
26
27

1 data at 10:21:18 indicated an estimated ground speed of 117 knots. The accident
2 site was about 740 ft southwest of the last recorded track data.

3
4 **ANSWER:**Moody Bible has insufficient information to admit or deny the
5 allegations in Paragraph 4.7, as the NTSB investigation is ongoing, and
6 therefore denies them.

7
8 4.8 Witnesses reported that they observed the airplane in a steep dive
9 toward terrain when the wings broke off from the plane. All three people
10 onboard, trapped in a wingless fuselage and unable to maneuver, plummeted to
11 their deaths upon impact with the terrain below.

12
13 **ANSWER:**Moody Bible admits witnesses reported that they observed the
14 airplane in a steep dive toward terrain when the wings broke off from the plane.
15 Moody Bible denies the remaining allegations contained in Paragraph 4.8 not
16 specifically admitted herein.

17
18 4.9 About 11:10 another Moody CFI, waiting for the airplane back at
19 Felts Field for the next scheduled training flight, tried to communicate with CFI
20 Senn on the radio and on a cell phone. He then contacted personnel at GEG
21 TRACON who confirmed the subject airplane had disappeared from radar about
22 10:21.

23
24
25 **ANSWER:**Moody Bible admits the allegations contained in Paragraph 4.9.

1 4.10 The accident site was in a grass field of rural farmland near Deer
2 Park, about 20 nautical miles northwest of Felts Field. In character, while there
3 were some densely populated stands of trees, there were ample open fields
4 where a successful forced emergency landing could have been accomplished.
5 The elevation of the open field where the wreckage was found is 2,265 ft msl.
6

7 **ANSWER:** Moody Bible admits the accident site was in a grass field of rural
8 farmland near Deer Park, about 20 nautical miles northwest of Felts Field and
9 the elevation of the open field where the wreckage was found was 2,265 ft msl.
10 Moody Bible denies the remaining allegations contained in Paragraph 4.10 not
11 specifically admitted herein.
12

13
14 4.11 The wreckage was distributed over 400 ft distance on a median
15 magnetic bearing of about 030°. The outboard sections of both right and left
16 wings were at the beginning of the debris field about 330 and 190 ft from the
17 main wreckage, respectively (see NTSB figure below). The debris between the
18 outboard wing sections and the main wreckage consisted of left-wing pieces.
19 All control surfaces and their mass balance weights were accounted for in the
20 debris field.
21

22 **ANSWER:** Moody Bible admits the allegations contained in Paragraph 4.11.
23
24
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1 Administration (FAA) airworthiness directives. As a result, the plane lost
2 engine power and could not be restarted while performing routine maneuvers.
3

4 **ANSWER:**Moody Bible denies the allegations contained in Paragraph 6.2.

5 6.3 Defendant Moody's CFI failed to manage the plane's engine
6 inflight, causing it to cease running.
7

8 **ANSWER:**Moody Bible denies the allegations contained in Paragraph 6.3.

9 6.4 Defendant Moody's CFI failed to restart the engine by not following
10 the manufacturer's "Engine Failure During Flight (Restart Procedures)"
11 checklist as follows:
12

13 ENGINE FAILURE DURING FLIGHT (Restart Procedures)

- 14 1. Airspeed - 65 KIAS (best glide speed)
- 15 2. FUEL SHUTOFF Valve - ON (push full in)
- 16 3. FUEL SELECTOR Valve - BOTH
- 17 4. FUEL PUMP Switch - ON
- 18 5. Mixture Control - RICH (if restart has not occurred)
- 19 6. MAGNETOS Switch - BOTH (or START if propeller is stopped)
- 20
- 21
- 22

23 NOTE

24 If the propeller is wind milling, engine will restart automatically within a few
25 seconds. If propeller has stopped (possible at low speed), turn MAGNETOS
26

1 swift to START, advance throttle slowly from idle and lean the mixture from
2 full rich as required to obtain smooth operation.
3

4 7. FUEL PUMP Switch – OFF

5 NOTE

6 If the indicated fuel flow (FFLOW GPH) immediately drops to zero, a sign of
7 failure of the engine-driven fuel pump, return the FUEL PUMP switch to the
8 ON position.
9

10 **ANSWER:** Moody Bible denies the allegations contained in Paragraph 6.4.
11

12 6.5 Moody's CFI failed to glide the plane into landing in any of the
13 suitable open fields available on the ground below. He failed to follow the
14 proper "Emergency Landing Without Power Check List:"
15

16 EMERGENCY LANDING WITHOUT ENGINE POWER

- 17 1. Pilot and Passenger Seat Backs - MOST UPRIGHT POSITION
18
19 2. Seats and Seat Belts - SECURE
20
21 3. Airspeed - 65 KIAS - Flaps UP - 60 KIAS - Flaps 10° - FULL
22
23 4. Mixture Control - IDLE CUTOFF (pull full out)
24
25 5. FUEL SHUTOFF Valve - OFF (pull full out)
26
27 6. MAGNETOS Switch - OFF
28
29 7. Wing Flaps - AS REQUIRED (FULL recommended)
30
31 8. STBY BATT Switch - OFF

1 9. MASTER Switch (ALT and BAT) - OFF (when landing is assured)

2 10. Doors - UNLATCH PRIOR TO TOUCHDOWN

3 11. Touchdown - SLIGHTLY TAIL LOW

4 12. Brakes - APPLY HEAVILY

5
6 **ANSWER:** Moody Bible denies the allegations contained in Paragraph 6.5.

7
8 6.6 Defendant Moody was negligent in other ways as discovery may
9 reveal. Plaintiffs request reservation of the right to amend this complaint to add
10 any further acts of negligence discovered.

11
12 **ANSWER:** Moody Bible denies the allegations contained in Paragraph 6.6.

13 6.7 Defendant Moody was negligent in that it did not maintain, upgrade,
14 and operate the plane in the manner a reasonably prudent flight school ought to
15 have done.

16
17 **ANSWER:** Moody Bible denies the allegations contained in Paragraph 6.7.

18 6.8 Defendant Moody's negligence was the proximate of Joochan's
19 death and all of plaintiffs' damages.

20
21 **ANSWER:** Moody Bible denies the allegations contained in Paragraph 6.8.

22
23 **VII. SECOND CAUSE OF ACTION**

24 ***RES IPSA LOQUITUR***

25 7.1 In the alternative, Plaintiff Lee further alleges the doctrine of Res
26 Ipsa Locquitur in that the precise acts of negligence by Defendant Moody's
27

1 agents are currently unknown to Lee. However, an accident of this type
2 obviously does not normally occur without negligence; the aircraft was
3 undeniably under Moody's exclusive control for inspection, maintenance and
4 upgrades prior to the flight and its operation during the flight by Moody's CFI;
5 and, the accident was not caused by any voluntary action or contribution on
6 Joochan's part.
7

8
9 **ANSWER:**Moody Bible denies the allegations contained in Paragraph 7.1.

10 7.2 Defendant Moody's negligent acts and/or omissions were the
11 proximate cause of the death of Joochan and all of Plaintiffs' damages.
12

13 **ANSWER:**Moody Bible denies the allegations contained in Paragraph 7.2.
14

15 **VIII. DAMAGES**

16 8.1 As a direct and proximate result of Moody's negligence, Joochan
17 suffered pre-death fright, terror, pain and other suffering, the extent of which
18 will be proven at trial.
19

20 **ANSWER:**Moody Bible denies the allegations contained in Paragraph 8.1.

21 8.2 Joochan's estate suffered damages including, but not limited to, loss
22 of net accumulations of income-both past and future, funeral expenses, medical
23 expenses, and premature estate taxes.
24

25 **ANSWER:**Moody Bible denies the allegations contained in Paragraph 8.2.
26
27

1 8.3 Plaintiff Lee and her minor daughter A.L. suffered past and future
2 special damages including, but not limited to, loss of support, services,
3 inheritance, guidance, advice, and counseling they would have received from
4 their husband and father had he been allowed to live a full life.
5

6 **ANSWER:**Moody Bible denies the allegations contained in Paragraph 8.3.
7

8 8.4 Plaintiff Lee and her minor daughter A.L. have further sustained
9 general damages including, but not limited to, extreme mental anguish, grief
10 and sorrow, and the loss of their husband and father's love and affection,
11 consortium, nurture, society companionship and the destruction of the parent-
12 child relationship.
13

14 **ANSWER:**Moody Bible denies the allegations contained in Paragraph 8.4.
15

16 8.5 Plaintiff Lee and her minor daughter have sustained further
17 damages to be proven at trial.
18

19 **ANSWER:**Moody Bible denies the allegations contained in Paragraph 8.5.
20

21 **GENERAL DENIAL**

22 Moody Bible denies all allegations of Plaintiffs' Complaint that are not
23 specifically admitted above.

24 WHEREFORE, Defendant, THE MOODY BIBLE INSTITUTE OF
25 CHICAGO, respectfully requests that this Honorable Court dismiss this action
26
27

1 with prejudice and award Defendant the costs it has incurred in the defense of
2 this matter, and for any other relief that this Court deems just and equitable.
3

4 **SEPARATE AND/OR AFFIRMATIVE DEFENSES**

5 BY WAY OF FURTHER ANSWER to Plaintiffs' Complaint, and as
6 AFFIRMATIVE DEFENSES thereto, The Moody Bible Institute of Chicago
7 ("Moody Bible") alleges as follows:
8

9 1. Plaintiffs have failed to state a claim against Moody Bible upon
10 which can relief can be granted;
11

12 2. Plaintiffs' claims are barred because their injuries and damages
13 were proximately caused by negligent acts or omissions of third persons over
14 whom Moody Bible exercised no control and for whose conduct Moody Bible
15 bears no responsibility. Said acts or omissions intervened between the acts and
16 omissions of Moody Bible, if any, and the occurrence of the accident, and were
17 the sole, direct, and proximate cause of Plaintiffs' damages, if any;
18
19

20 3. To the extent established by the evidence, Plaintiffs' damages, if
21 any, were caused by an Act of God over which Moody Bible had no control;
22

23 4. To the extent established by the evidence, Plaintiffs' damages, if
24 any, were the result of Plaintiffs' decedent's sole and/or comparative
25 negligence;
26
27

1 5. To the extent established by the evidence, Plaintiffs have failed to
2 mitigate their damages, if any;

3
4 6. Plaintiffs' decedent assumed the risk of participating in flight
5 activities, covenanted not to sue, and expressly waived liability as to Moody
6 Bible and its respective employees;

7
8 7. Plaintiffs' claims may be barred, in whole or in part, to the extent
9 Plaintiffs have failed to join indispensable parties necessary to this action;

10
11 8. Moody Bible is entitled to an offset for all amounts paid by any non-
12 party as a consequence of the events alleged by Plaintiffs in their Complaint at
13 Law; and,

14
15 9. Moody Bible reserves the right to amend its Answer so as to allege
16 additional Affirmative Defenses as further discovery is completed.

17 **JURY DEMAND**

18
19 The Moody Bible Institute of Chicago requests a trial by jury and hereby
20 demands the same, consistent with Fed. R. Civ. P. 38.

21 Wherefore, having fully answered Plaintiffs' Complaint for Wrongful
22 Death, the answering Defendant prays as follows:

- 23
24 1. That Plaintiffs' action be dismissed with prejudice;
25 2. For costs and disbursements incurred herein;
26 3. For attorney's fees as allowed by law; and
27

1 4. For such other and further relief as the Court deems just and
2 equitable.
3

4 DATED this 30th day of September 2019.

5 KSB LITIGATION, P.S.

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